Addendum-2

Please refer to the following for **updates to the bidding documents**.

Note: Bidders may also refer to the Annexure for the modified tender documents incorporating these changes, which has been provided only for the convenience and reference of the bidders. In case of any contradictions found in the tender documents, the originally uploaded tender documents read with all corrigenda and addendums uploaded on the KPP portal shall be considered, and not the Annexure document.

Changes to the RFP (Volume 1)			
#	**Page**	**Previously notified as**	**To be read as**
1	Pg 56	**Clause 2.28.3.** After notification of award in accordance with Clause 2.28.1, the Authority may also notify all other Bidders of the results of the Selection Process, and shall publish on the Official Website of the Authority or the Karnataka Public Procurement Portal, results of the Selection Process and the following information: i. name of each Bidder who submitted a Proposal; ii. results of evaluation of Technical Proposals; iii. names of Bidders whose Technical Proposals were rejected and the reasons for their rejection; iv. Bid Prices as read out at opening of Financial Proposals; v. name and evaluated Bid Prices of each Financial Proposal that was evaluated; vi. names of Bidders whose Financial Proposals were rejected and the reasons for their rejection; and vii. name of the Selected Bidder, the Bid Price it offered, and summary scope of the contract awarded.	After notification of award in accordance with Clause 2.28.1, **the Authority shall publish the same on the Karnataka Public Procurement Portal, results of the Selection Process as per the KTPP Act.** Chief Engineer & Chief General Manager BSWML

Changes to the RFP (Volume 1)			
#	**Page**	**Previously notified as**	**To be read as**
2	Pg 56	**2.28.4** The Authority shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with Clause 2.28, requests in writing the grounds on which its Proposal was not selected.	**[Deleted]**
3	Pg 65	**3.1.4 Similar Assignments** For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following projects shall be deemed as similar assignments (the "Eligible Assignments"). The similar Assignments should be in operation for continuous three years or more in India or Abroad in the period of past five years from the PDD under the following: Experience towards Construction and Operations & Maintenance of Wet Waste Processing and Treatment through Compositing of 600 TPD capacity OR Construction and O&M of Bio-methanation plant from MSW waste of 300 TPD capacity. AND Experience in construction and O&M of Waste to Energy plant to generate electricity from MSW of 7MW capacity. **The Bidder may meet technical criteria as detailed in clause 3.1.4 by way of entering into a Teaming Agreement with an Original Equipment Manufacturer/Technology Supplier (OEM) and in such case the Bidder must meet the Financial**	3.1.4 Similar Assignments For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following projects shall be deemed as similar assignments (the "Eligible Assignments"). The similar Assignments should be in operation for continuous three years or more in India or Abroad in the period of past five years from the PDD under the following: Experience towards Construction and Operations & Maintenance of Wet Waste Processing and Treatment through Compositing of 600 TPD capacity OR Construction and O&M of Bio-methanation plant from MSW waste of 300 TPD capacity. AND Experience in construction and O&M of Waste to Energy plant to generate electricity from MSW of 7MW capacity.

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		Qualification (Clause 3.1.5) by its own. The OEM Supplier must be able to showcase relevant experience in the 3 years prior to the PDD. The Selected Bidder shall not be allowed to change the OEM Supplier after submission of such an Agreement at any point throughout the Concession Period. Failing to do so shall constitute an Event of Default on the part of the Concessionaire and shall be sufficient grounds for termination by the Authority . The Teaming Agreement must be for supply of Technology, and for O&M of the same for a minimum period of 5 years.	
4	Pg 66	**Clause 3.1.5 (a) (i)** In Financial Year preceding the Proposal Due Date, the Bidder's Net Worth (as per the audited annual financial statements) shall be at least INR **[25% of the Estimated Project Cost].**	**Clause 3.1.5 (a) (i)** In Financial Year preceding the Proposal Due Date, the Bidder's Net Worth (as per the audited annual financial statements) shall be at least INR **[20% of the Estimated Project Cost].**
5		**Appendix-2**	**Appendix-2 [Clarification]** • Form-1: Covering letter → **Shall be submitted along with Technical Bid** • Form-2A: Format for Bid Price Sheet → **Shall be submitted along with Technical Bid, without filling the Table** • Form-2B: Format for Financial Bid Support Document → **Shall be submitted by the Preferred**

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			Bidder after opening of the Financial Bids by the Authority • Form-4: Declaration regarding customs/excise duty exemptions for materials to be purchased for use in developing the Project → **Shall be submitted by the Preferred Bidder after opening of the Financial Bids by the Authority**
6	Pg 107	**Appendix-1, Form 17** Based on the authenticated record of [Insert name of the Company], this is to certify that [more than 50% (fifty per cent) of the subscribed and paid-up voting equity of..... (name of the Bidder / Member / Associate) is held, directly or indirectly, by .....(name of Bidder / Member / Associate). By virtue of the aforesaid, the latter exercises control over the former, who is an Associate.]	**Appendix-1, Form 17** Based on the authenticated record of [Insert name of the Company], this is to certify that **[more than 25% (twenty five per cent)** of the subscribed and paid-up voting equity of..... (name of the Bidder / Member / Associate) is held, directly or indirectly, by .....(name of Bidder / Member / Associate). By virtue of the aforesaid, the latter exercises control over the former, who is an Associate.]

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1	Pg 12	2.2. Introduction An Integrated Solid Waste Management (ISWM) facility has been conceptualized to offer a comprehensive solution for the processing of solid waste generated in Bengaluru City, at various locations as per project requirements. The ISWM Project involves secondary transportation of municipal waste and further processing solid waste into new or recycled products through methods such as composting, bio-methanation, waste-to-energy from RDF, pelletization, or other proven technologies, in accordance with the standards outlined in the Background Documents, Solid Waste Management Rules 2016, **NGT orders**, SBM 2.0, and other applicable laws and amendments during the concession period.	2.2. Introduction An Integrated Solid Waste Management (ISWM) facility has been conceptualized to offer a comprehensive solution for the processing of solid waste generated in Bengaluru City, at various locations as per project requirements. The ISWM Project involves secondary transportation of municipal waste and further processing solid waste into new or recycled products through methods such as composting, bio-methanation, waste-to-energy from RDF, pelletization, or other proven technologies, in accordance with the standards outlined in the Background Documents, Solid Waste Management Rules 2016, SBM 2.0, and other applicable laws and amendments during the concession period.
2	Pg 14	Clause 2.2.1 Wherever a Transfer Station doesn't currently exist, Authority shall be responsible to construct and handover Transfer Stations to the Concessionaire at their own cost, including civil structures, machinery, containers, hook-loaders, etc. The Authority plans to develop such Transfer Stations in this package within the next 1-2 years. Refer Annexure 1 of PIM for details regarding location, capacity, details regarding assets and layout of the planned Transfer Stations. Until such time, the Secondary Transportation in that area shall be done by the Authority/contractors of the Authority	Clause 2.2.1 Wherever a Transfer Station doesn't currently exist, Authority shall be responsible to construct and handover Transfer Stations to the Concessionaire at their own cost, including civil structures, machinery, containers, hook-loaders, etc. The Authority plans to develop such Transfer Stations in this package within the next 1-2 years. Refer Annexure 1 of PIM for details regarding location, capacity, details regarding assets and layout of the planned Transfer Stations**. As soon as a new Transfer Station is constructed, it shall be handed over to the Concessionaire along with scope**

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		engaged in Primary C&T. (All the Transfer Stations, existing and new, being handed over shall include hook-loaders and containers provided by the Authority.)	**of Secondary Collection & Transportation in that area.** Until such time, the Secondary Transportation in that area shall be done by the Authority/contractors of the Authority engaged in Primary C&T. (All the Transfer Stations, existing and new, being handed over shall include hook-loaders and containers provided by the Authority **on an as-is, where-as basis**.) **Until the facility COD is achieved, the Concessionaire shall transport waste from the new Transfer Stations to designated place as notified by the Authority within the aggregate lead distance considered.** **Irrespective of the date of handover of the Transfer Stations to the Concessionaire, all Transfer Stations and the scope of work therein shall be handed back to the Authority 30 years from the date of the COD of the processing & disposal facility.**
3	Pg 15	2.2.2 Processing & Disposal of MSW as per SWM Rules • Design, Development, Operation, Maintenance, and Management of Integrated Processing Facility: It is proposed to develop new facilities for Processing & Treatment of MSW as per MSW Rules and other applicable regulations for MSW processing, resource recovery, treatment, and disposal (P&D) facilities. Concessionaire shall	2.2.2 Processing & Disposal of MSW as per SWM Rules • Design, Development, Operation, Maintenance, and Management of Integrated Processing Facility: It is proposed to develop new facilities for Processing & Treatment of MSW as per MSW Rules and other applicable regulations for MSW processing, resource recovery, treatment, and disposal (P&D) facilities. Concessionaire shall develop the Project Facilities

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		develop the Project Facilities using technology or technologies that it had proposed in its Bid to the RFP, adhering to Solid Waste Management Rules, 2016 and in accordance with terms of this Agreement. Concessionaire shall be responsible for Construction of the Integrated Processing Facility within **24 months from the Execution Date or handover of the site, whichever is later**; and operating the same for 30 years post COD.	using technology or technologies that it had proposed in its Bid to the RFP, adhering to Solid Waste Management Rules, 2016 and in accordance with terms of this Agreement. Concessionaire shall be responsible for Construction of the Integrated Processing Facility **within 24 months from handover of the site or getting Environmental Clearance and Consent to Establish,** whichever is later; and operating the same for 30 years post COD.
4	Pg 15	2.2.3: Bulk Waste Management: • The management of bulk waste shall not be included within the Concessionaire's scope. However, the Concessionaire shall be empaneled as an Authorized Waste Processor for bulk waste as per existing bylaws of the BBMP and BSWML and encouraged to collect, transport, and process bulk waste at the ISWM facility. The Concessionaire shall be allowed to charge a Service Fee to BWGs, in line with the "Polluter Pays" principle of SWM Rules, 2016. The Concessionaire is to conduct their own analysis and survey of the bulk waste generated to ascertain the processing capacity of the plant(s) required. • Since this is a commercial activity conducted on government land, the Concessionaire shall remit INR 800 per TPD of bulk waste handled. This amount shall be escalated by 5% every year in line with the escalation in the tipping fee).	2.2.3: Bulk Waste Management: • The management of bulk waste shall not be included within the Concessionaire's scope. However, the Concessionaire shall be empaneled as an Authorized Waste Processor for bulk waste as per existing bylaws of the BBMP and BSWML and encouraged to collect, transport, and process bulk waste at the ISWM facility. The Concessionaire shall be allowed to charge a Service Fee to BWGs, in line with the "Polluter Pays" principle of SWM Rules, 2016. The Concessionaire is to conduct their own analysis and survey of the bulk waste generated to ascertain the processing capacity of the plant(s) required. • Since this is a commercial activity conducted on government land, the Concessionaire shall remit INR 800 per TPD of bulk waste handled. This amount shall be escalated by 5% every year in line with the escalation in the tipping fee).

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			• **All BWGs shall be audited by the Authority/BBMP as per prevailing regulations and reporting requirements. Those entities found deficient shall be directed to employ the services of the Concessionaire for the purpose of management of the bulk waste generated by them.**
5	Pg 16	2.3.3 The proposed planned capacity has been assessed and planned to meet the projected demand of Year 2030. Due to variations on a daily basis, the Concessionaire must accept maximum up to 125% of the Planned Capacity on any given day.	2.3.3 The proposed planned capacity has been assessed and planned to meet the projected demand of Year 2030. Due to variations on a daily basis, the Concessionaire must accept maximum up to 125% of the Planned Capacity on any given day. **As the waste generated within the Project Area increases over time, the Authority shall be free to execute other processing and/or disposal projects by calling tenders; wherein the Concessionaire shall have the First Right of Refusal for participation in such tenders, provided that the Concessionaire bids within 10% of the Preferred bidder. For the avoidance of doubt, it is hereby clarified that, for any new tenders pertaining to Processing and/or Disposal of municipal solid waste in the Project Area, the Concessionaire shall be invited to match the bid of the Preferred bidder, subject to the condition that the Concessionaire's bid is within 10% of the Preferred bidder.**
6	Pg 50	**Clause 6.1.2** Provide Minimum Waste Guarantee to the Concessionaire; this shall be **equal to 50% of the**	**Clause 6.1.2** Provide Minimum Waste Guarantee to the Concessionaire; this shall be **equal to 50% of the**

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		Planned P&D Capacity for the first 5 years, and equal to 70% of the Planned P&D Capacity thereafter. This shall include the waste from Bulk Waste Generators, if any, accepted for processing by the Concessionaire.	**Planned P&D Capacity for the first 5 years, and equal to 75% of the Planned P&D Capacity thereafter**. This shall include the waste from Bulk Waste Generators, if any, accepted for processing by the Concessionaire.
7	Pg 18	Clause 2.4.1 (Item #7) • The Concessionaire shall be responsible for identifying suitable land parcels and establishing the required infrastructure, including vehicle parking yards, workshops, canteens, and administrative buildings, in accordance with operational and regulatory requirements. These facilities are to be developed in each Zone at the Concessionaire's own cost and maintained in compliance with prevailing statutory and safety norms. The Concessionaire shall indemnify the Client against any liabilities arising from fire, health, or environmental hazards at these locations.	Clause 2.4.1 (Item #7) • **[Deleted]**
8	Pg 21	2.4.3 Items excluded from Scope of work The following nature of scope is not considered as the part of Concessionaire's scope of work under this Agreement: • Receive, manage, process or dispose Bulk Waste Generated • Receive, manage, process or dispose Biomedical Waste Management	2.4.3 Items excluded from Scope of work The following nature of scope is not considered as the part of Concessionaire's scope of work under this Agreement: • Receive, manage, process or dispose Bulk Waste Generated • Receive, manage, process or dispose Biomedical Waste Management

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		• Receive, manage, process or dispose Industrial Waste Management • Sweeping of streets (Manual and/or Mechanical) • Drain cleaning / Silt clearing • Maintenance / cleaning of parks • Maintenance of public places / toilets • Removing and Transportation of carcasses (dead animals) • Management of Domestic Hazardous Waste: Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive, or corrosive waste, if found, during excavation, sorting or segregation shall be stored in a separate area for inspection by authorities of the Municipal Corporation, which will arrange to shift, transport, and dispose by authority as per the Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016.	• Receive, manage, process or dispose Industrial Waste Management • Sweeping of streets (Manual and/or Mechanical) • Drain cleaning / Silt clearing • Maintenance / cleaning of parks • Maintenance of public places / toilets • Removing and Transportation of carcasses (dead animals) • Management of Domestic Hazardous Waste: Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive, or corrosive waste, if found, during excavation, sorting or segregation shall be stored in a separate area for inspection by authorities of the Municipal Corporation, which will arrange to shift, transport, and dispose by authority as per the Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016. **It is hereby clarified that the Concessionaire may undertake management of bulk waste and/or domestic hazardous waste as per the applicable rules and regulations at no cost to the Authority, and at their own discretion.**
9	Pg 22	2.5. Role of Authority (BSWML): • The Authority shall initiate and implement appropriate processes to expedite land acquisition	2.5. Role of Authority (BSWML): • The Authority shall initiate and implement appropriate processes to expedite land acquisition

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		required for the development of the Integrated Solid Waste Management (ISWM) processing and disposal facilities. • The Authority shall ensure the smooth transition and handover of all relevant existing project facilities, including fixed and mobile assets related to municipal solid waste management. This shall include, but not be limited to Facilities for Secondary Transportation, as applicable. • The Authority will provide suitable, sufficient and encumbrance free land for construction of Integrated processing & disposal facilities and all other facilities required for the entire term of the agreement at permissive use only (Article-10.1). The details of the potentially available land parcels are annexed as part of the RFP.	required for the development of the Integrated Solid Waste Management (ISWM) processing and disposal facilities. • The Authority shall ensure the smooth transition and handover of all relevant existing project facilities, including fixed and mobile assets related to municipal solid waste management. This shall include, but not be limited to Facilities for Secondary Transportation, as applicable. • The Authority will provide suitable, sufficient and encumbrance free land for construction of Integrated processing & disposal facilities and all other facilities required for the entire term of the agreement at permissive use only (Article-10.1). The details of the potentially available land parcels are annexed as part of the RFP. **In the case of delays and/or issues in the procurement of the proposed land, the Authority may provide alternative land at a similar distance. In case if the variation in distance of the alternate site is more than 10%, the tipping fee shall be upward or downward revised basis mutual agreement of the Concessionaire and the Authority, as per the recommendation of the Independent Engineer.**
10	Pg 23	Clause 2.5 (item #8) • The Authority shall have right over assets and technology in case of termination or expiration of Concession Period, whichever is earlier.	Clause 2.5 (item #8) • The Authority shall have right over assets and technology in case of termination or expiration of

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			Concession Period, whichever is earlier, **upon due payment of Termination Payments if applicable**.
11	Pg 25	Clause 2.6 (bullet #15) • To mobilize resources for Secondary Transportation within the stipulated time period. Mobilization period for Secondary Transport shall within 03 months before the COD or 3 months from the date of handing over of the Transfer Station, whichever is later. Mobilization period includes time to obtain all the necessary clearances & approvals from relevant authorities and deploy the vehicles & manpower for secondary transportation. If the delay is beyond the control of the Concessionaire, then the mobilization period shall be extended based on the reasons recorded and in such recorded hindrances justified by the engineers in charge or the authorised representative of the Authority.	Clause 2.6 (bullet #15) • To mobilize resources for Secondary Transportation within the stipulated time period. Mobilization period for Secondary Transport shall within 03 months before the COD or 3 months from the date of handing over of the Transfer Station, whichever is **earlier**. Mobilization period includes time to obtain all the necessary clearances & approvals from relevant authorities and deploy the vehicles & manpower for secondary transportation. If the delay is beyond the control of the Concessionaire, then the mobilization period shall be extended based on the reasons recorded and in such recorded hindrances justified by the engineers in charge or the authorised representative of the Authority.
12	Pg.27	3.3. Concession Period The Concession is granted to Concessionaire for a period of 30 years commencing from the date of COD of the facility, during which the Concessionaire is authorized to implement the Project on DBFOT model including management of all facilities and resources required for Integrated Management of Solid Waste in accordance with the provisions hereof. Specifically, construction must be completed within 24 months from either the date of the Letter of Award (LOA) or the site handover, whichever is later, at which	3.3. Concession Period The Concession is granted to Concessionaire for a period of 30 years commencing from the date of COD of the facility, during which the Concessionaire is authorized to implement the Project on DBFOT model including management of all facilities and resources required for Integrated Management of Solid Waste in accordance with the provisions hereof. Specifically, construction must be completed **within 24 months from handover of the site or getting Environmental Clearance and Consent to Establish,**

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		time a Construction Completion Certificate is issued. A three-month trial period shall then follow, culminating in the Trial Operations Completion Certificate and declaration of the Commercial Operation Date (COD). From COD, the O&M period runs for 30 years. After the 30 year period, the rights and obligations of the Authority as well as the Concessionaire shall only be limited to sanitary landfill management, for which the post-closure activities shall continue for 15 additional years, as per the Applicable Rules. Provided that in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Compliance Date and ending with the Termination Date.	whichever is later, at which time a Construction Completion Certificate is issued. A three-month trial period shall then follow, culminating in the Trial Operations Completion Certificate and declaration of the Commercial Operation Date (COD). From COD, the O&M period runs for 30 years. After the 30 year period, the rights and obligations of the Authority as well as the Concessionaire shall only be limited to sanitary landfill management, for which the post-closure activities shall continue for 15 additional years, as per the Applicable Rules. Provided that in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Compliance Date and ending with the Termination Date.
13	Pg 29	4.1.2 Conditions Precedent for Authority .... e) Undertake appointment of the Independent Engineer (IE) **and the Project Management Unit;** ... h) Provided Access Roads to the Site as per Good Industry Practices.	4.1.2 Conditions Precedent for Authority .... e) Undertake appointment of the Independent Engineer (IE); ... h) Provided: • Access Roads to the Site as per Good Industry Practices; • **drainage up to the boundaries of the Site as per Good Industry Practices, however any discharge by the Concessionaire into the**

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			drains must be as per the Applicable Laws and regulations; • **power connection to the site, except infrastructure required for power evacuation, which shall lie in the scope of the Concessionaire;** • **For supply of water to the Proposed Site, the Authority shall support in identification of potential sources and Right of Way for the same, however, the Concessionaire will be responsible for any all costs related to the same including but not limited to laying of pipelines and restoration of the surface in relation to the same.**
14	Pg 29	**4.1.1**- Conditions Precedent Save and except expressly provided in this Agreement or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the obligations set out in this Clause 4.1 (the "Conditions Precedent"). Provided, however, that a Party may grant waiver from satisfaction of any Condition Precedent by the other Party in accordance with the provisions of Articles 4.1.2, 4.1.3 or 4.1.4, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be fulfilled for the purposes of this Article 4.1.1.	**4.1.1**- Conditions Precedent Save and except expressly provided in this Agreement or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the obligations set out in this Clause 4.1 (the "Conditions Precedent"). Provided, however, that a Party may grant waiver from satisfaction of any Condition Precedent by the other Party in accordance with the provisions of **Articles 4.1.2 and 4.1.3**, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be fulfilled for the purposes of this Article 4.1.1.

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15	Pg 31	Clause 4.1.3. (bullet #6) • Achieved financial closure i.e. procured and raised all the funds (debt, equity, etc.) necessary to finance the Project as evidenced by the funding documents becoming effective and the Concessionaire having immediate access to the funds there under;	Clause 4.1.3. (bullet #6) • Achieved financial closure i.e. procured and raised all the funds (debt, equity, etc.) necessary to finance the Project **as per the timelines mentioned in Clause 12.1.2,** as evidenced by the funding documents becoming effective and the Concessionaire having immediate access to the funds there under;
16	Pg 35	5.1.3 The Concessionaire shall arrange for and procure, at its own cost and risk, all infrastructure facilities and utilities for the construction, development, operation and maintenance of the Project, including procuring connection for and supply of electricity, water, gas and other utilities as may be necessary or required for the operation of the Project. The Concessionaire shall obtain all Applicable Permits and comply with the conditions there under for the procurement and use of such infrastructure facilities and utilities.	5.1.3 The Concessionaire shall arrange for and procure, at its own cost and risk, all infrastructure facilities and utilities for the construction, development, operation and maintenance of the Project, including procuring connection for and supply of electricity, water, gas and other utilities as may be necessary or required for the operation of the Project. **The Authority shall only provide support for utilities like access roads, drainage, power, water as per Clause 4.1.2. (h).** The Concessionaire shall obtain all Applicable Permits and comply with the conditions there under for the procurement and use of such infrastructure facilities and utilities.
17	Pg 57	9.1.1 The Concessionaire shall for the due and punctual performance of its obligations hereunder relating to the Project simultaneously with the execution of this Agreement, furnish an unconditional and irrevocable bank guarantee, in favor of the Authority, in the form as set out in Schedule 21, (the "Performance Security") for a sum of corresponding to [5% (five per cent)] of the Total Project Cost (based on	9.1.1 The Concessionaire shall for the due and punctual performance of its obligations hereunder relating to the Project simultaneously with the execution of this Agreement, furnish an unconditional and irrevocable bank guarantee, in favor of the Authority, in the form as set out in Schedule 21, (the "Performance Security") for a sum of corresponding to [5% (five per cent)] of the Total Project Cost (based on

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		the capital costs mentioned in the RFP document) during construction & mobilization period till Commercial Operation Date of the Project. Post-COD, the Performance Security shall be reduced to 25% (twenty-five per cent) till the end of Concession Period or till the Termination Date, as the case may be.	the capital costs mentioned in the RFP document) during construction & mobilization period till Commercial Operation Date of the Project. Post-COD, the Performance Security shall be reduced to 25% (twenty-five per cent) till the end of Concession Period or till the Termination Date, as the case may be. **For the purpose of the submission of Performance Security, Surety Bonds shall also be accepted by the Authority.**
18	Pg 33	4.6.3 In the event the Conditions Precedent for the Authority have not been satisfied within the stipulated time, then the Concessionaire shall have the option to either: (i) mutually extend the time period for satisfaction of the Conditions Precedent for the Authority or (ii) terminate this Agreement. In the event of termination, the Authority shall pay to the Concessionaire, reasonable development costs, as determined through the mechanism enumerated below. In case of extension of time period for fulfilment of Conditions Precedent for the Authority beyond a period of 180 (one hundred and eighty) days from the Compliance Date, the Concession Period shall be proportionately extended for the same period. Parties hereby agree that for determination of the said development cost, the Authority may appoint a financial consultant for determining such development cost, **whose determination shall be**	4.6.3 In the event the Conditions Precedent for the Authority have not been satisfied within the stipulated time, then the Concessionaire shall have the option to either: (i) mutually extend the time period for satisfaction of the Conditions Precedent for the Authority or (ii) terminate this Agreement. In the event of termination, the Authority shall pay to the Concessionaire, reasonable development costs, as determined **basis Article 25**. In case of extension of time period for fulfilment of Conditions Precedent for the Authority beyond a period of 180 (one hundred and eighty) days from the Compliance Date, the Concession Period shall be proportionately extended for the same period. Parties hereby agree that for determination of the said development cost, **Article 25 shall be referred;**

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		final, conclusive and binding. The Parties shall share the cost of such financial consultant. For the purpose of this clause the term "Development Cost" shall mean the reasonable cost (if any) incurred by the Concessionaire and as determined in terms above in relation to and limited to any physical development of the Site;	
19	Pg 62	10.1.4 Vesting of Site to Concessionaire: The Authority shall provide land for processing facilities for each package for permissive use only. No other land parcel shall be provided to the Concessionaire for this Project. Furthermore, Concessionaire/Authority shall have the full right to regulate the entry into and use of the Site. The land shall be provided to Concessionaire as per the Obligations of the Authority.	10.1.4 Vesting of Site to Concessionaire: The Authority shall provide land for processing facilities for each package for permissive use only. **Additional land, if available and required, may be provided to Concessionaire on a permissive use basis for this Project by the Authority.** Furthermore, Concessionaire/Authority shall have the full right to regulate the entry into and use of the Site. The land shall be provided to Concessionaire as per the Obligations of the Authority.
20	Pg 72	12.1.2 The Concessionaire hereby agrees and undertakes that it shall achieve Financial Closure within [90 (ninety)] days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding [90 (ninety)] days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay.	12.1.2 The Concessionaire hereby agrees and undertakes that it shall achieve Financial Closure within **[180 (one hundred eighty)]** days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding [90 (ninety)] days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay.

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		12.1.3 Damages specified herein shall be payable every week in advance and the period beyond the said [90 (ninety)] days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Closure has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Article 4 or due to Force Majeure.	12.1.3 Damages specified herein shall be payable every week in advance and the period beyond the said **[180 (one hundred eighty)]** days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Closure has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Article 4 or due to Force Majeure.
21	Pg 77	Article 14: Project Management Unit	**[Deleted]**
22	Pg 84	Clause 15.2.2. • The Concessionaire shall prepare the Screening Report in accordance ... Management Framework (the "ESMF"). • Within 30 (thirty) days from the Execution Date... Executing Agency for its review and approval. • The Authority shall ... Authority in accordance with this Clause 15.2.2 (c).	Clause 15.2.2. **(a)** The Concessionaire shall prepare the Screening Report in accordance ... Management Framework (the "ESMF"). **(b)** Within 30 (thirty) days from the Execution Date... Executing Agency for its review and approval. **(c)** The Authority shall ... Authority in accordance with this Clause 15.2.2 (c).
23	Pg 90	15.9. Utilities 15.9.1 The Concessionaire shall obtain, install and maintain at its cost, all utilities necessary for undertaking the construction of the Project Facilities, including all temporary power and water connections, lighting facilities, telephone connections, internet connections, etc., at the Site(s). The Concessionaire shall bear the cost of all power, water, and other utilities consumed by it during the Construction Period, and the Concessionaire shall not be entitled to claim any reimbursement from Authority in this regard.	15.9. Utilities 15.9.1 The Concessionaire shall obtain, install and maintain at its cost, all utilities necessary for undertaking the construction of the Project Facilities, including all temporary power and water connections, lighting facilities, telephone connections, internet connections, etc., at the Site(s). **The Authority shall only provide support for utilities like access roads, drainage, power, water as per Clause 4.1.2. (h).** The Concessionaire shall bear the cost of all power, water, and other utilities consumed by it during the Construction Period, and the Concessionaire shall not

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			be entitled to claim any reimbursement from Authority in this regard.
24	Pg 101	Clause 15.13.9 If the Authority : (i) does not undertake a final inspection of the Project Facilities within [5 (five)] Business Days of receipt of a notice from the Concessionaire under Clause 15.14(e); or (ii) fails to notify the Concessionaire of any defects in the Project Facilities within [7 (seven)] days of undertaking a final inspection; or (iii) fails to issue a Trial Operations Completion Certificate within [7 (seven)] Business Days from the date of the final inspection, then the Trial Operations shall be deemed to have been successfully completed for Project Facilities and the Trial Operations Completion Certificate will be deemed to have been issued to the Concessionaire upon the expiry of the [5 (five)] Business Days period (in case of (i)) and upon the expiry of the [7 (seven)] Business Days period (in case of (ii) and (iii)).	Clause 15.13.9 If the Authority : (i) does not undertake a final inspection of the Project Facilities within [5 (five)] Business Days of receipt of a notice from the Concessionaire under **Clause 15.13.4**; or (ii) fails to notify the Concessionaire of any defects in the Project Facilities within [7 (seven)] days of undertaking a final inspection; or (iii) fails to issue a Trial Operations Completion Certificate within [7 (seven)] Business Days from the date of the final inspection, then the Trial Operations shall be deemed to have been successfully completed for Project Facilities and the Trial Operations Completion Certificate will be deemed to have been issued to the Concessionaire upon the expiry of the [5 (five)] Business Days period (in case of (i)) and upon the expiry of the [7 (seven)] Business Days period (in case of (ii) and (iii)).
25	Pg 102	15.13.5 If the Authority, or, as the case may be, the Independent Engineer is of the view that: (i) the Trial Operations are not being conducted in accordance with the Trial Operations Procedure; or (ii) there are any defects or deficiencies in the Project Facilities, the Authority shall instruct the Concessionaire to follow the trial operation procedures and/or rectify the defects and deficiencies to ensure compliance with the KPIs.	15.13.5 If the Authority, or, as the case may be, the Independent Engineer is of the view that: (i) the Trial Operations are not being conducted in accordance with the Trial Operations Procedure; or (ii) there are any defects or deficiencies in the Project Facilities, the Authority shall instruct the Concessionaire to follow the trial operation procedures and/or rectify the defects and deficiencies to ensure compliance with the KPIs.

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		It is clarified that no Damages are payable by the Concessionaire during the Trial Operations period for a failure to achieve the KPIs. However, for the Trial Operations to be successfully concluded, the Concessionaire must demonstrate that the Project Facilities consistently and continuously meets the KPIs during the last [20 (twenty)] days of the [3 (three)] months Trial Operations period, as may be extended in accordance with Clause 15.14(c) above. If the Project Facilities fails to achieve the KPIs on a continuous basis during the last [20 (twenty)] days of the [3 (three)] months Trial Operations period (as extended in accordance with Clause 15.14(c), then the Trial Operations period shall be extended by another 20 days. Subject to Clause 15.14(e)(i), the Trial Operations shall continue until the Concessionaire can demonstrate that the Project Facilities consistently achieves the KPIs **for 20 (twenty) consecutive days.**	It is clarified that no Damages are payable by the Concessionaire during the Trial Operations period for a failure to achieve the KPIs. However, for the Trial Operations to be successfully concluded, the Concessionaire must demonstrate that the Project Facilities consistently and continuously meets the KPIs **during a period of [20 (twenty)] days of Trial Operations period, as may be extended in accordance with Clause 15.13.3 above. If the Project Facilities fails to achieve the KPIs on a continuous basis during [20 (twenty)] days of the [3 (three)] months Trial Operations period (as extended in accordance with Clause 15.13.3, then the Trial Operations period shall be extended by another 20 days. Subject to Clause 15.13.4, the Trial Operations shall continue until the Concessionaire can demonstrate that the Project Facilities consistently achieves the KPIs for 20 (twenty) consecutive days.**
26	Pg 107	16.6.2 The Concessionaire shall install and maintain at its cost, all utilities (other than power) necessary for the O&M of the Project Facilities, including water, telephone connections, internet connections, etc. at the Site(s). Specifically, to procure water for the O&M of the Project Facilities, the Concessionaire may dig bore wells at the Site(s) after obtaining all Applicable Permits (including any no-objection certificates from	16.6.2 The Concessionaire shall install and maintain at its cost, all utilities (other than power) necessary for the O&M of the Project Facilities, including water, telephone connections, internet connections, etc. at the Site(s). **The Authority shall only provide support for utilities like access roads, drainage, power, water as per Clause 4.1.2. (h).** Specifically, to procure water for the O&M of the Project Facilities, the Concessionaire may dig bore wells at the Site(s) after

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		the Central Ground Water Authority or the relevant authority)	obtaining all Applicable Permits (including any no-objection certificates from the Central Ground Water Authority or the relevant authority)
27	Pg 117	**Article 18.1.6 Payment During Operation & Maintenance** The Concessionaire shall, on the 7th day of every Month or in case the 7th day of a Month is a holiday then on the following working day of such Month, submit to the PMU an Invoice statement (—Tipping Fee Statement) providing the following details, in the manner as set out in the O&M Requirements: ... o The PMU shall review and certify the Tipping Fee Statement of the month, the statement of MSW quantum handled from the Project jurisdiction area and support documents submitted by the Concessionaire. The PMU shall submit to the Authority an invoice statement of the amount payable for the month along with the original monthly bill and all the supporting documents submitted by the Concessionaire basis their evaluation. The same shall be done in two parts: for the amount pertaining to Tranche 1 payments, the PMU should process and recommend within 7 working days of the receipt of the Tipping Fee Statement from the Concessionaire, and	**Article 18.1.6 Payment During Operation & Maintenance** o The Concessionaire shall, on the 7th day of every Month or in case the 7th day of a Month is a holiday then on the following working day of such Month, submit to the **Independent Engineer** an Invoice statement (—Tipping Fee Statement) providing the following details, in the manner as set out in the O&M Requirements: ... o The **Independent Engineer** shall review and certify the Tipping Fee Statement of the month, the statement of MSW quantum handled from the Project jurisdiction area and support documents submitted by the Concessionaire. The **Independent Engineer** shall submit to the Authority an invoice statement of the amount payable for the month along with the original monthly bill and all the supporting documents submitted by the Concessionaire basis their evaluation. The same shall be done in two parts: for the amount pertaining to Tranche 1 payments, the **Independent Engineer** should process and recommend within 7 working days of the receipt of the

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		within 21 days for the Tranche 2 of the Payment. The PMU shall also ascertain the amount of tipping fees to be withheld as per provision of Article 19. o Within 7(seven) working days of receipt of an invoice from the PMU, Authority shall either: -- approve the Invoice and issue a Payment Certificate to the Escrow Bank with a copy to the Authority and the Concessionaire, conveying its approval for the release of the amount specified in the Invoice, less any necessary deductions or adjustments in accordance with this Agreement and/or Applicable Laws (including any statutory dues); or -- issue a notice to the Concessionaire disputing the Invoice and directing the Concessionaire to issue a revised Invoice, after rectifying the errors or discrepancies identified by the Authority. o The Concessionaire shall submit a revised Invoice to the PMU, revalidated and certified by the Independent Engineer, and the Authority after rectifying the errors or discrepancies identified by the Authority and this process will be repeated until the Authority approves the Invoice and issues a certificate to the Escrow Bank, with a copy to the Authority and the Concessionaire, conveying its approval for release of the amount specified in the Invoice.	Tipping Fee Statement from the Concessionaire, and within 21 days for the Tranche 2 of the Payment. The **Independent Engineer** shall also ascertain the amount of tipping fees to be withheld as per provision of Article 19. o Within 7(seven) working days of receipt of an invoice from the **Independent Engineer**, Authority shall either: -- approve the Invoice and issue a Payment Certificate to the Escrow Bank with a copy to the Authority and the Concessionaire, conveying its approval for the release of the amount specified in the Invoice, less any necessary deductions or adjustments in accordance with this Agreement and/or Applicable Laws (including any statutory dues); or -- issue a notice to the Concessionaire disputing the Invoice and directing the Concessionaire to issue a revised Invoice, after rectifying the errors or discrepancies identified by the Authority. o The Concessionaire shall submit a revised Invoice to the **Authority**, revalidated and certified by the Independent Engineer, after rectifying the errors or discrepancies identified by the Authority and this process will be repeated until the Authority approves the Invoice and issues a certificate to the Escrow Bank, with a copy to the Authority and the Concessionaire,

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			conveying its approval for release of the amount specified in the Invoice.
28	Pg 127	18.3 (item #6) - Any Taxes payable in relation to the Sites shall be borne by the Authority	18.3 **- [Deleted]**
29	Pg 128	18.4 Default Interest: NOT APPLICABLE	**18.4 Default Interest** **Upon any Party's failure to make a payment due and payable by it on the due date for such payment, the defaulting Party shall be liable to pay default interest on all such outstanding amounts at the prevailing 1-year SBI MCLR + 3% (three per cent) per annum or part thereof. This is without prejudice to any Party's right to terminate this Agreement in accordance with Article 23 or any other right or remedy available to it under this Agreement or Applicable Laws.** **For the avoidance of doubt, it is hereby clarified that the Authority shall be liable to pay interest on delayed payments of tipping fees to the Concessionaire if more than 90 days have elapsed since the recommendation for payment received from the Independent Engineer.**
30	Pg 149	**Clause 23.3 Reduction in costs** If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds INR ..... (Rupees .....) in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments	**Clause 23.3 Reduction in costs** If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which **0.5% of the Estimated Capital Cost of the Project** in any Accounting Year, the Authority may so notify the Concessionaire and

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		to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:	propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:
31	Pg 149	Clause 24.4.1 Termination for Concessionaire Event of Default	Clause 24.4.1 Termination for Concessionaire Event of Default – numbering of sub-clauses updated from (a) to (e)
32	Pg 151	Clause 24.4.7 Termination Payment for Concessionaire Event of Default • Upon Termination of this Agreement on account of Concessionaire Event of Default before COD, no Termination Payment shall be made to the Concessionaire, and the Authority shall be entitled to forfeit the Performance Security of the Concessionaire; • Upon Termination of this Agreement on account of Concessionaire Event of Default after COD, the Authority shall be entitled to forfeit the Performance Security of the Concessionaire and pay Termination Payment to the Concessionaire as per Article 25.	Clause 24.4.7 Termination Payment for Concessionaire Event of Default • Upon Termination of this Agreement on account of Concessionaire Event of Default before COD, **Termination Payment shall be made to the Concessionaire as per Article 25**, and the Authority shall be entitled to forfeit the Performance Security of the Concessionaire; • Upon Termination of this Agreement on account of Concessionaire Event of Default after COD, the Authority shall be entitled to forfeit the Performance Security of the Concessionaire and pay Termination Payment to the Concessionaire as per Article 25.

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33	Pg 157	25.1. Termination Compensation for Termination post the Compliance Date but prior to the Construction Completion Date **25.1.1 For the Authority Event of Default** If the Agreement is terminated prior to the Construction Completion Date for an Authority Event of Default, the Authority shall be liable to pay to the Concessionaire the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority as on the date of the Termination Notice; • Debt Due; • Equity infused in the Concessionaire as on the date of Termination Notice along with interest on the Equity at the rate of the prevailing SBI MCLR + 3% (three per cent); LESS • any unadjusted Mobilization Advance (and interest if any); • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages). **25.1.2 For a Concessionaire Event of Default (in accordance with Schedule 18)** If the Agreement is terminated prior to the Construction Completion Date for a Concessionaire	25.1. Termination Compensation for Termination post the Compliance Date but prior to the Construction Completion Date **25.1.1 For the Authority Event of Default** If the Agreement is terminated prior to the Construction Completion Date for an Authority Event of Default, the Authority shall be liable to pay to the Concessionaire the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority as on the date of the Termination Notice; • Debt Due; • **110%* of Adjusted Value of the equity on Termination Date** LESS • any unadjusted Mobilization Advance (and interest if any); • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages). **25.1.2 For a Concessionaire Event of Default** If the Agreement is terminated prior to the Construction Completion Date for a Concessionaire Event of Default, the Authority shall pay to the Concessionaire, the aggregate of:

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		Event of Default, the Authority shall pay to the Concessionaire, the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority as on the date of the Termination Notice; • **85% (eighty five per cent) of Debt Due;** LESS • any unadjusted Mobilization Advance (and interest if any); • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages).payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.	• Net Tipping Fee (after deduction of penalties) payable by Authority as on the date of the Termination Notice; LESS • any unadjusted Mobilization Advance (and interest if any); • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages).payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.
34	Pg 158	25.2. Termination Compensation for Termination post the Construction Completion Date but prior to the COD **25.2.1 For the Authority Event of Default** If the Agreement is terminated post the Construction Completion Date but prior to the COD for an the Authority Event of Default or BBMP Event of Default, the Authority or the BBMP shall be liable to pay to the Concessionaire the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority ; • Debt Due;	25.2. Termination Compensation for Termination post the Construction Completion Date but prior to the COD **25.2.1 For the Authority Event of Default** If the Agreement is terminated post the Construction Completion Date but prior to the COD for an the Authority Event of Default or BBMP Event of Default, the Authority or the BBMP shall be liable to pay to the Concessionaire the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority ; • Debt Due; • **110%* of Adjusted Value of the equity on Termination Date**

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		• Equity infused in the Concessionaire as on the date of Termination Notice along with interest on the Equity at the rate of the prevailing SBI MCLR + 3% (three per cent); LESS • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages). **25.2.2 For a Concessionaire Event of Default (in accordance with Schedule 18)** If the Agreement is terminated post the Construction Completion Date but prior to the COD for a Concessionaire Event of Default, the Authority or the BBMP shall pay to the Concessionaire, the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority if not already paid as on the date of the Termination Notice; • **85% (eighty five per cent) of Debt Due;** LESS • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages).	LESS • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages). **25.2.2 For a Concessionaire Event of Default** If the Agreement is terminated post the Construction Completion Date but prior to the COD for a Concessionaire Event of Default, the Authority or the BBMP shall pay to the Concessionaire, the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority if not already paid as on the date of the Termination Notice; • **90% of the Debt due less Insurance Cover;** LESS • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages).
35	Pg 159	25.3. Termination Compensation for Termination post the COD **25.3.1 For the Authority Event of Default**	25.3. Termination Compensation for Termination post the COD **25.3.1 For the Authority Event of Default**

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		If the Agreement is terminated post the COD for an Authority Event of Default, the Authority shall be liable to pay to the Concessionaire the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority that remain outstanding on the date of the Termination Notice; • Debt due; LESS • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages). **25.3.2 For a Concessionaire Event of Default (in accordance with Schedule 18)** If the Agreement is terminated post the COD for a Concessionaire Event of Default, the Authority shall pay to the Concessionaire, the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority as on the date of the Termination Notice; LESS • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages).	If the Agreement is terminated post the COD for an Authority Event of Default, the Authority shall be liable to pay to the Concessionaire the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority that remain outstanding on the date of the Termination Notice; • Debt due; • **110%* of Adjusted Value of the equity on Termination Date** LESS • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages). **25.3.2 For a Concessionaire Event of Default** If the Agreement is terminated post the COD for a Concessionaire Event of Default, the Authority shall pay to the Concessionaire, the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority as on the date of the Termination Notice; • **90% of the Debt due less Insurance Cover;** LESS • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages).
36	Pg 160	25.6. Limitations on Termination Compensation	25.6. Limitations on Termination Compensation

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		• Termination Compensation, due and payable under this Agreement shall be limited to the Debt Due and Adjusted Equity, as the case may be, which form part of the Bid Project Cost, in accordance with the provisions of this Agreement. For avoidance of doubt, it is agreed that within a period of [60 (sixty)] days from COD, the Concessionaire shall notify to BSWML (with a copy to the BBMP), the Bid Project Cost and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Compensation, and it is further agreed that in the event such disaggregation is not notified to BSWML, the Equity and Debt Due shall be arrived at by adopting the proportion between debt and equity as specified in the Financing Agreements. The Parties also agree that, notwithstanding anything contained in this Agreement, for the purposes of computing Termination Compensation, the Debt Due shall at no time exceed [50% (fifty per cent)] of the Bid Project Cost. • The amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Compensation. Provided, however, that the provisions of this Article 25.6 (b) shall not apply if the Concessionaire does not notify the particulars of any foreign currency loans within [60 (sixty)] days of the	• Termination Compensation, due and payable under this Agreement shall be limited to the Debt Due and Adjusted Equity, as the case may be, which form part of the **Project Cost**, in accordance with the provisions of this Agreement. For avoidance of doubt, it is agreed that within a period of [60 (sixty)] days from COD, the Concessionaire shall notify to BSWML (with a copy to the BBMP), the **Project Cost** and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Compensation, and it is further agreed that in the event such disaggregation is not notified to BSWML, the Equity and Debt Due shall be arrived at by adopting the proportion between debt and equity as specified in the Financing Agreements. The Parties also agree that, notwithstanding anything contained in this Agreement, for the purposes of computing Termination Compensation, the Debt Due shall at no time exceed [50% (fifty per cent)] of the **Project Cost**. • The amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Compensation. Provided, however, that the provisions of this Article 25.6 (b) shall not apply if the Concessionaire does not notify the particulars of any foreign currency loans within [60 (sixty)] days of the

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		date of conversion of such foreign currency loans into Indian currency. Provided further that all borrowings in foreign currency shall be restricted to the financing of the Bid Project Cost ad any borrowings in excess.	date of conversion of such foreign currency loans into Indian currency. Provided further that all borrowings in foreign currency shall be restricted to the financing of the **Project Cost and** any borrowings in excess.
37	Pg 166	**27.2 Conciliation** In the event of any Dispute between the Parties, either Party may call upon the Independent Engineer, as the case may be, to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Independent Engineer or without the intervention of the Independent Engineer, as the case may be, either Party may require such Dispute to be referred to the Additional Chief Secretary/Principal Secretary to the Authority and the Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than [7 (seven)] days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the [7 (seven)] day period or the Dispute is not amicably settled within [15 (fifteen)] days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within [30 (thirty)] days of the notice in writing referred to in Article 27.1.1 or such longer period as may be mutually agreed by the Parties, either Party may approach the Court of Law in Bengaluru jurisdiction.	**27.2 Conciliation** In the event of any Dispute between the Parties, either Party may call upon the Independent Engineer, as the case may be, to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Independent Engineer or without the intervention of the Independent Engineer, as the case may be, either Party may require such Dispute to be referred to the **Arbitration & Conciliation Centre – Bengaluru (III Floor, East Wing, 'Khanija Bhavana', Race Course Road, Bengaluru-560 001, India) to mediate and assist the Parties in arriving at an amicable settlement.** **If such meeting does not take place within 30 (thirty) days or the Dispute is not resolved as evidenced by the signing of written terms of settlement within [90 (ninety)] days** of the notice in writing referred to in Article 27.1.1 or such longer period as may be mutually agreed by the Parties, either Party may approach the Court of Law in Bengaluru jurisdiction.

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38	Pg 174	Clause 32.1.2 Restraint set forth in clauses (a) and (b) above shall not apply to:	Clause 32.1.2 Restraint set forth in **Article 32.1.1** above shall not apply to
39	Pg 181-193	Article 33 Definitions C&T or Collection & Transportation : refers to, Door to Door step collection & transportation and secondary collection & transportation up to Decentralized unto or Processing site	Article 33 Definitions C&T or Collection & Transportation: refers to secondary collection & transportation up to processing site
40	Pg 181-193	Article 33 Definitions Implementation period: Shall mean the time period after obtaining the CTO / Environmental Clerance or any clearance required to the COD of Processing & Disposal Facility	Article 33 Definitions Implementation period : Shall mean the time period after obtaining the CTE / Environmental Clerance or any clearance required to the COD of Processing & Disposal Facility.
41	Pg 181-193	Article 33 Definitions: Integrated Waste Management Facility: Integrated Waste Management Facility: Shall mean the facilities for weighing, post segregation, material recovery, processing of all kinds municipal solid waste received from the project Area having technology of storage, segregation, wet and dry waste processing facility, Material Recovery facility and disposal of RDF by the **means of Waste to Energy** and Inerts disposal in a Scientific Engineered Landfill.	Article 33 Definitions Integrated Waste Management Facility: Shall mean the facilities for weighing, post segregation, material recovery, processing of all kinds municipal solid waste received from the project Area having technology of storage, segregation, wet and dry waste processing facility, Material Recovery facility and disposal of RDF and Inerts disposal in a Scientific Engineered Landfill.
42	Pg 181-193	Article 33 Definitions Implementation Period for Waste to energy Plant Implementation Period for Processing & Disposal Implementation Period for Collection & Transportation.	**[Deleted]** Chief Engineer & Chief General Manager BSWML

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#	**Page**	**Previously notified as**	**To be read as**
1	Pg 5	Schedule 2 2.1 Name of the work .. 2.2 Introduction ..	Schedule 2 **1.1** Name of the work .. **1.2** Introduction ..
2	Pg 5	Schedule 2 1.2.1(b) Operation & Maintenance and Management of Transfer Stations: Some Transfer Stations in this package are currently operational and operated by agencies contracted by the Authority. Refer Annexure xx for details regarding the current operator, assets in place, layout, duration of existing contract and scope of work for each of them.	Schedule 2 1.2.1(b) Operation & Maintenance and Management of Transfer Stations: Some Transfer Stations in this package are currently operational and operated by agencies contracted by the Authority. Refer **Annexure 1 of the PIM** for details regarding the current operator, assets in place, layout, duration of existing contract and scope of work for each of them. *(Same change to PIM Pg 25)*
3	Pg 5	Schedule 2 1.2.2. Processing & Disposal of MSW as per SWM Rules a. Design, Development, Operation, Maintenance, and Management of Integrated Processing Facility: It is proposed to develop new facilities for Processing & Treatment of MSW as per MSW Rules and other applicable regulations for MSW processing, resource recovery, treatment, and disposal (P&D) facilities. Concessionaire shall develop the Project Facilities using technology or technologies that it had proposed in its Bid to the RFP, adhering to Solid Waste Management Rules, 2016 and	Schedule 2 1.2.2. Processing & Disposal of MSW as per SWM Rules a. Design, Development, Operation, Maintenance, and Management of Integrated Processing Facility: It is proposed to develop new facilities for Processing & Treatment of MSW as per MSW Rules and other applicable regulations for MSW processing, resource recovery, treatment, and disposal (P&D) facilities. Concessionaire shall develop the Project Facilities using technology or technologies that it had proposed in its Bid to the RFP, adhering to Solid Waste Management Rules, 2016 and in accordance with

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		in accordance with terms of this Agreement. Concessionaire shall be responsible for Construction of the Integrated Processing Facility within 24 months from the Execution Date or handover of the site, whichever is later; and operating the same for 30 years post COD. b. Design, Development, Operation, Maintenance, and Management of Sanitary Landfill for disposal of remnants and residual inert matters from processing of MSW: It is proposed to develop new sanitary disposal landfill and a leachate treatment plant (LTP) for management of inerts to be landfilled after processing of MSW. Concessionaire shall be responsible to transport inert and post-processing inert materials from their own processing sites to the landfills. Concessionaire shall be responsible for Construction of the Sanitary Landfill and the Leachate Treatment Plant (as per discretion of the Concessionaire) within 24 months from the Execution Date or handover of the site, whichever is later; and operating the same for 30 years post COD. Furthermore, the Concessionaire shall be responsible for performing post-closure activities as per prevailing guidelines of Central Pollution Control Board, State Pollution Control Board, SWM Rules, etc	terms of this Agreement. Concessionaire shall be responsible for Construction of the Integrated Processing Facility **within 24 months from handover of the site or getting Environmental Clearance and Consent to Establish,** whichever is later; and operating the same for 30 years post COD. b. Design, Development, Operation, Maintenance, and Management of Sanitary Landfill for disposal of remnants and residual inert matters from processing of MSW: It is proposed to develop new sanitary disposal landfill and a leachate treatment plant (LTP) for management of inerts to be landfilled after processing of MSW. Concessionaire shall be responsible to transport inert and post-processing inert materials from their own processing sites to the landfills. Concessionaire shall be responsible for Construction of the Sanitary Landfill and the Leachate Treatment Plant (as per discretion of the Concessionaire) **within 24 months from handover of the site or getting Environmental Clearance and Consent to Establish**, whichever is later; and operating the same for 30 years post COD. Furthermore, the Concessionaire shall be responsible for performing post-closure activities as per prevailing guidelines of Central Pollution Control Board, State Pollution Control Board, SWM Rules, etc. *(Same change to PIM Pg 26)*

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4	Pg 5	Schedule 2 1.2.1. b. Operation & Maintenance and Management of Transfer Stations: Some Transfer Stations in this package are currently operational and operated by agencies contracted by the Authority. Refer Annexure 1 of the PIM for details regarding the current operator, assets in place, layout, duration of existing contract and scope of work for each of them. These (and the responsibility for Secondary Transportation under these Transfer Stations) will be handed over to the Concessionaire after a period of 5-7 years, as soon as the current agreement expires. Until such time, the Concessionaire will not be responsible for operation of Transfer Station or to perform Secondary Transport in these respective areas. Wherever a Transfer Station doesn't currently exist, Authority shall be responsible to construct and handover Transfer Stations to the Concessionaire at their own cost, including civil structures, machinery, containers, hookloaders, etc. The Authority plans to develop such Transfer Stations in this package within the next 1-2 years. Refer Annexure xx for details regarding location, capacity, details regarding assets and layout of the planned Transfer Stations. Until such time, the Secondary Transportation in that area shall be done by the Authority/contractors of the Authority engaged in Primary C&T. (All the Transfer Stations,	Schedule 2 1.2.1. b. Operation & Maintenance and Management of Transfer Stations: Some Transfer Stations in this package are currently operational and operated by agencies contracted by the Authority. Refer Annexure 1 of the PIM for details regarding the current operator, assets in place, layout, duration of existing contract and scope of work for each of them. These (and the responsibility for Secondary Transportation under these Transfer Stations) will be handed over to the Concessionaire after a period of 5-7 years, as soon as the current agreement expires. Until such time, the Concessionaire will not be responsible for operation of Transfer Station or to perform Secondary Transport in these respective areas. Wherever a Transfer Station doesn't currently exist, Authority shall be responsible to construct and handover Transfer Stations to the Concessionaire at their own cost, including civil structures, machinery, containers, hook-loaders, etc. The Authority plans to develop such Transfer Stations in this package within the next 1-2 years. Refer **Annexure 1 of PIM** for details regarding location, capacity, details regarding assets and layout of the planned Transfer Stations. **As soon as a new Transfer Station is constructed, it shall be handed over to the Concessionaire along with scope of Secondary Collection & Transportation in that**

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		existing and new, being handed over shall include hook-loaders and containers provided by the Authority.)	area. Until such time, the Secondary Transportation in that area shall be done by the Authority/contractors of the Authority engaged in Primary C&T. (All the Transfer Stations, existing and new, being handed over shall include hook-loaders and containers provided by the Authority on an as-is, where-as basis.) **Until the facility COD is achieved, the Concessionaire shall transport waste from the new Transfer Stations to designated place as notified by the Authority within the aggregate lead distance considered.** **Irrespective of the date of handover of the Transfer Stations to the Concessionaire, all Transfer Stations and the scope of work therein shall be handed back to the Authority 30 years from the date of the COD of the processing & disposal facility.** *(Same change to PIM Pg 25)*
5	Pg 7	Schedule 2 1.2.3: Bulk Waste Management: • The management of bulk waste shall not be included within the Concessionaire's scope. However, the Concessionaire shall be empaneled as an Authorized Waste Processor for bulk waste as per existing bylaws of the BBMP and BSWML and encouraged to collect, transport, and process bulk	Schedule 2 1.2.3: Bulk Waste Management: • The management of bulk waste shall not be included within the Concessionaire's scope. However, the Concessionaire shall be empaneled as an Authorized Waste Processor for bulk waste as per existing bylaws of the BBMP and BSWML and encouraged to collect, transport, and process bulk

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		waste at the ISWM facility. The Concessionaire shall be allowed to charge a Service Fee to BWGs, in line with the "Polluter Pays" principle of SWM Rules, 2016. The Concessionaire is to conduct their own analysis and survey of the bulk waste generated to ascertain the processing capacity of the plant(s) required. • Since this is a commercial activity conducted on government land, the Concessionaire shall remit INR 800 per TPD of bulk waste handled. This amount shall be escalated by 5% every year in line with the escalation in the tipping fee).	waste at the ISWM facility. The Concessionaire shall be allowed to charge a Service Fee to BWGs, in line with the "Polluter Pays" principle of SWM Rules, 2016. The Concessionaire is to conduct their own analysis and survey of the bulk waste generated to ascertain the processing capacity of the plant(s) required. • Since this is a commercial activity conducted on government land, the Concessionaire shall remit INR 800 per TPD of bulk waste handled. This amount shall be escalated by 5% every year in line with the escalation in the tipping fee). • **All BWGs shall be audited by the Authority/BBMP as per prevailing regulations and reporting requirements. Those entities found deficient shall be directed to employ the services of the Concessionaire for the purpose of management of the bulk waste generated by them.** *(Same change to PIM Pg 26)*
6	Pg 7	Schedule 2 1.3.3 The proposed planned capacity has been assessed and planned to meet the projected demand of Year 2030. Due to variations on a daily basis, the Concessionaire must accept maximum up to 125% of the Planned Capacity on any given day.	Schedule 2 1.3.3 The proposed planned capacity has been assessed and planned to meet the projected demand of Year 2030. Due to variations on a daily basis, the Concessionaire must accept maximum up to 125% of the Planned Capacity on any given day. **As the waste generated within the Project Area increases over time, the Authority shall be free to execute other processing and/or disposal projects by calling**

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			tenders; wherein the Concessionaire shall have the First Right of Refusal for participation in such tenders, provided that the Concessionaire bids within 10% of the Preferred bidder. For the avoidance of doubt, it is hereby clarified that, for any new tenders pertaining to Processing and/or Disposal of municipal solid waste in the Project Area, the Concessionaire shall be invited to match the bid of the Preferred bidder, subject to the condition that the Concessionaire's bid is within 10% of the Preferred bidder. *(Same change to PIM Pg 27)*
7	Pg 7	Schedule 2 1.3.4. The Authority shall provide a Minimum Waste Guarantee, i..e, minimum amount of waste that shall be delivered to the Transfer Stations (excluding the amount committed to existing plants) equal to 50% of the Planned P&D Capacity in the first 5 years after COD, and equal to 70% of the Planned P&D Capacity thereafter. This shall include the waste from Bulk Waste Generators, if any, accepted for processing by the Concessionaire.	Schedule 2 1.3.4. The Authority shall provide a Minimum Waste Guarantee, i..e, minimum amount of waste that shall be delivered to the Transfer Stations (excluding the amount committed to existing plants) equal to 50% of the Planned P&D Capacity in the first 5 years after COD, and equal to **75%** of the Planned P&D Capacity thereafter. This shall include the waste from Bulk Waste Generators, if any, accepted for processing by the Concessionaire. *(Same change to PIM Pg 27)*
8	Pg 16	Schedule 2 1.4.3 Items excluded from Scope of work	Schedule 2 1.4.3 Items excluded from Scope of work

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		The following nature of scope is not considered as the part of Concessionaire's scope of work under this Agreement: • Receive, manage, process or dispose Bulk Waste Generated • Receive, manage, process or dispose Biomedical Waste Management • Receive, manage, process or dispose Industrial Waste Management • Sweeping of streets (Manual and/or Mechanical) • Drain cleaning / Silt clearing • Maintenance / cleaning of parks • Maintenance of public places / toilets • Removing and Transportation of carcasses (dead animals) • Management of Domestic Hazardous Waste: Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive, or corrosive waste, if found, during excavation, sorting or segregation shall be stored in a separate area for inspection by authorities of the Municipal Corporation, which will arrange to shift, transport, and dispose by authority as per the Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016.	The following nature of scope is not considered as the part of Concessionaire's scope of work under this Agreement: • Receive, manage, process or dispose Bulk Waste Generated • Receive, manage, process or dispose Biomedical Waste Management • Receive, manage, process or dispose Industrial Waste Management • Sweeping of streets (Manual and/or Mechanical) • Drain cleaning / Silt clearing • Maintenance / cleaning of parks • Maintenance of public places / toilets • Removing and Transportation of carcasses (dead animals) • Management of Domestic Hazardous Waste: Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive, or corrosive waste, if found, during excavation, sorting or segregation shall be stored in a separate area for inspection by authorities of the Municipal Corporation, which will arrange to shift, transport, and dispose by authority as per the Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016.

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			It is hereby clarified that the Concessionaire may undertake management of bulk waste and/or domestic hazardous waste as per the applicable rules and regulations at no cost to the Authority, and at their own discretion. *(Same change to PIM Pg 31)*
9		Schedule 4 4) The Concessionaire shall finalise the O&M Plan and the O&M Manual for the Project in the manner as set out below: o Prior to making application for the Readiness Certificate for the Project the Concessionaire shall finalise in consultation with the Independent Engineer:	Schedule 4 4) The Concessionaire shall finalise the O&M Plan and the O&M Manual for the Project in the manner as set out below: o Prior to making application for the **Completion** Certificate for the Project the Concessionaire shall finalise in consultation with the Independent Engineer:
10	Pg 33	Schedule 8 1.5. No additional land (required for ancillary buildings, extension/ addition to the Project Facilities or for construction of works due to change of Scope of Work) shall be provided by the Authority in accordance with the Agreement.	Schedule 8 **1.5. Additional land, if available and required, may be provided to Concessionaire on a permissive use basis for this Project by the Authority.** No additional land (required for ancillary buildings, extension/ addition to the Project Facilities or for construction of works due to change of Scope of Work) shall be provided by the Authority in accordance with the Agreement.
11	Pg 52	Schedule 10 Hand back of ISWM Facility, equipment, plant, machinery and vehicles to Authority: -	Schedule 10 Hand back of ISWM Facility, equipment, plant, machinery and vehicles to Authority: -

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		At the time of handing back the Waste Processing Facilities to Authority at the end of Concession Period, the IE shall: monitor and certify compliance with the Handback Requirements as per the Concession Agreement, issue a Certificate of Compliance with Handback Requirements to the Concessionaire, assist in preparation of the Post Closure Maintenance Plan to Authority;	At the time of handing back the Waste Processing Facilities to Authority at the end of Concession Period, the IE shall: monitor and certify compliance with the Handback Requirements as per the Concession Agreement, issue a Certificate of Compliance with Handback Requirements to the Concessionaire, assist in preparation of the Post Closure Maintenance Plan to Authority **and Concessionaire**;
12	Pg 55	Schedule 12 1. Construction Completion Schedule During the Construction Period, the Concessionaire shall comply with the requirements set forth in this Schedule for each of the Project milestones and Scheduled Construction Completion Date (the "Project Completion Schedule"). Within [15 (fifteen)] days of the date of each Project Milestone, the Concessionaire shall notify the Authority of such compliance along with necessary particulars thereof. The milestones stated in the table below are tentative and Concessionaire can start some of the activities simultaneously to meet the Project Completion Schedule and achieve COD on or before the dates specified in this agreement. Scheduled COD would be 24 months from the Appointed date.	Schedule 12 1. Construction Completion Schedule During the Construction Period, the Concessionaire shall comply with the requirements set forth in this Schedule for each of the Project milestones and Scheduled Construction Completion Date (the "Project Completion Schedule"). Within [15 (fifteen)] days of the date of each Project Milestone, the Concessionaire shall notify the Authority of such compliance along with necessary particulars thereof. The milestones stated in the table below are tentative and Concessionaire can start some of the activities simultaneously to meet the Project Completion Schedule and achieve COD on or before the dates specified in this agreement. Scheduled COD would be 24 months from **handover of the site or getting Environmental Clearance and Consent to Establish, whichever is later**.

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13	Pg 73	Schedule 15 COMPLETION CERTIFICATE 1 I,(Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated.....(the Agreement ll),for Integrated Solid Waste Management in [Place]on design, build, finance, operate and transfer (DBFOT) basis, through .....(Name of Concessionaire), hereby certify that the Tests specified in Article 16 and Schedule 7 of the Agreement have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement, and I am satisfied that the Project can be safely and reliably placed in commercial service.	Schedule 15 COMPLETION CERTIFICATE 1 I,(Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated.....(the Agreement ll), for **[Name of work]**, through .....(Name of Concessionaire), hereby certify that the Tests specified in Article 16 and Schedule 7 of the Agreement have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement, and I am satisfied that the Project can be safely and reliably placed in commercial service.
14	Pg 74	Schedule 15 PROVISIONAL CERTIFICATE I/We {Enter the name of the Independent Engineer} acting as Independent engineer, under and in accordance with the Concession Agreement dated ..... (the "Agreement") for Implementation of "Integrated Waste Management for Jurisdiction of Bengaluru Urban District Area Under DBFOT Model (Design, Build, Finance and Operate and Transfer) for 30 Years " ("the "Project") through ..... {insert the name of the Concessionaire}, hereby certify that verification and tests as specified in Article 4 and	Schedule 15 PROVISIONAL CERTIFICATE I/We {Enter the name of the Independent Engineer} acting as Independent engineer, under and in accordance with the Concession Agreement dated ..... (the "Agreement") for Implementation of "**[Name of work]** ("the "Project") through ..... {insert the name of the Concessionaire}, hereby certify that verification and tests as specified in Article 4 and Scheduled 8 of the Agreement have been undertaken for the Project to determine compliance thereof with the provision of the Agreement.

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		Scheduled 8 of the Agreement have been undertaken for the Project to determine compliance thereof with the provision of the Agreement. .... In view of the foregoing, I/we am/are satisfied that the operations or part thereof the Regional "Integrated Solid Waste Management for Bengaluru Urban District Area Under DBFO Model (Design, Build, Finance and Operate) for 30 Years ..... can be partially or fully started for delivery of services to the users thereof, and in-terms of the Agreement, the **Regional** Integrated Solid waste Management Project, ... is hereby provisionally declared fit to start the operations or the part thereof on this the day of ..... 2022.	.... In view of the foregoing, I/we am/are satisfied that the operations or part thereof the **[Name of work]** ..... can be partially or fully started for delivery of services to the users thereof, and in-terms of the Agreement, the Integrated Solid waste Management Project, ... is hereby provisionally declared fit to start the operations or the part thereof on this the day of ..... **202_**.
15	Pg 104	Schedule 22 8. The Operation Performance Security will be valid from the Scheduled COD till one year after the expiry of the Concession Period. .... **Hazardous Waste Disposal** The Concessionaire shall dispose of the Hazardous Waste generated by the processing units of MSW and/or any other waste such as batteries, used oil in machineries, etc, under the Hazardous Waste (Management and Handling) Rules, 1989.	Schedule 22 8. The Operation Performance Security will be valid from the Scheduled COD till one year after the expiry of the Concession Period **and Post-closure Period of the Sanitary Landifll.** .... **Hazardous Waste Disposal** **[Deleted]**
16	Pg 126	Schedule 23 WTE Plant; Proposed Design... Water Resource : NDMC	Schedule 23 WTE Plant; Proposed Design... Water Resource : **[Concessionaire]**

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17	Pg 155	Schedule 25 Table 1 Annual Report to WBPCB ... (Note: All mentions of KMDA to be read as "Authority") ... The proposed sites where some solid waste exists as on date should be carefully studied for facility planning (including aspects such as natural drainage, topography etc.) and related infrastructure so as to accommodate space for dumping of existing solid waste, while constructing an engineered landfill area for sound disposal Access roads and pathways to reach the site should be considered and provide by KMDA to concessionaire for assessing environmental impacts and planning mitigation.	Schedule 25 Table 1 Annual Report to **Karnataka State** PCB ... (Note: **[Deleted]**) ... The proposed sites where some solid waste exists as on date should be carefully studied for facility planning (including aspects such as natural drainage, topography etc.) and related infrastructure so as to accommodate space for dumping of existing solid waste, while constructing an engineered landfill area for sound disposal Access roads and pathways to reach the site should be considered and provide by **the Authority** to concessionaire for assessing environmental impacts and planning mitigation.
18	Pg 171	Schedule 27 **5.4. Community organization:** a) Identify Swachta-Samities/RWAs that are taking some initiatives at the local level with limited technical skills and resources. The NGO can reorganise the group, and do the required capacity building and utilise their resources in initiating secondary garbage collection with support from sanitary workers not employed by AUTHORITY or working on contract, rag pickers etc. In the absence of existing groups it is expected to form new such groups.	Schedule 27 **5.4. Community organization:** a) Identify Swachta-Samities/RWAs that are taking some initiatives at the local level with limited technical skills and resources. The NGO can reorganise the group, and do the required capacity building and utilise their resources in initiating secondary garbage collection with support from sanitary workers not employed by AUTHORITY or working on contract, rag pickers etc. In the absence of existing groups it is expected to form new such groups.

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		These groups can be named as 'SWACH Bhopal' in each ward/mohalla.	
19	Pg 172	Schedule 27 5.9 Capacity building of local groups: - a) Organising a training program for **Green Howrah group, and** RWAs to motivate the community toward waste management is important for ensuring the sustainability of training informal rag pickers to become professional waste workers in the private sector. ... 5.12 Capacity building of local groups: - Organising a training program for **the Clean Howrah group, and** RWAs to motivate the community toward waste management is important for ensuring the sustainability of a system. All stakeholders need to be oriented toward segregation at source and to understand the problems and health issues concerned with inefficient disposal of municipal solid waste. .. 8. Table 1. Item #9 – Directory of SWACHH Bhopal group	Schedule 27 5.9 Capacity building of local groups: - a) Organising a training program for RWAs to motivate the community toward waste management is important for ensuring the sustainability of training informal rag pickers to become professional waste workers in the private sector. ... 5.12 Capacity building of local groups: - Organising a training program for the RWAs to motivate the community toward waste management is important for ensuring the sustainability of a system. All stakeholders need to be oriented toward segregation at source and to understand the problems and health issues concerned with inefficient disposal of municipal solid waste. .. 8. Table 1. Item #9 – **[Deleted]**
20	Pg 178	Schedule 27 9. Table 2 1.3 Formation of SWACHH Bhopal	Schedule 27 9. Table 2 1.3 Formation of **local groups**

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